

CCO Form: GS
Approved: 12/14 (AR)
Revised:
Modified:

REQUEST FOR PROPOSALS

COMMERCIAL REAL ESTATE MARKETING AND BROKERAGE SERVICES FOR MODOT'S FORMER DISTRICT OFFICE PROPERTY IN JOPLIN, MISSOURI RFP 6-150128RJ

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LIST OF ACRONYMS

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|--------------|---|
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| MoDOT | Missouri Department of Transportation |
| RFP | Request for Proposals |

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INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified firms (**Offerors**) to furnish the described services to the Missouri Highways and Transportation Commission (“**MHTC**” or “**Commission**”) and its operating arm, the Missouri Department of Transportation (“**MoDOT**”). Proposals in the required format provided for in this RFP must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be **received on or before 2:00 p.m., C.S.T., January 28, 2015**, at the office of the RFP Buyer of Record:

Ms. Rebecca L. Jackson, CPPO, CPPB
Missouri Department of Transportation
Central Office General Services
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65109
Email: rebecca.jackson@modot.mo.gov

All documents must be sealed and should be clearly marked “**RFP 6-150128RJ - Commercial Real Estate Marketing and Brokerage Services for the Former MoDOT Joplin District Office Property**”.

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL SUBMITTAL CERTIFICATION BY OFFEROR

- (1) The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.
- (3) By submission of this proposal, each Offeror and each person signing on behalf of any Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:
 - (A) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor; and
 - (B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (C) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - (D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

Authorized Signature of Offeror: _____

Date of Proposal:_____

Printed or Typed Name:_____

Mailing Address:_____

City:_____State:_____Zip:_____

Telephone:_____Fax:_____

Electronic Mail Address:_____

SECTION (1): GENERAL DESCRIPTION AND BACKGROUND

(A) Request for Proposal: This document constitutes a RFP from national commercial real estate brokerage firms or regional firms affiliated with a national commercial real estate brokerage firm that have the experience, nation-wide network reach, infrastructure and personnel to provide Commercial Real Estate Marketing and Brokerage Services to MHTC/MoDOT to list, market and complete the sale of the MoDOT Former District Office Property in Joplin, Missouri (hereinafter, “**Subject Property**”) Please refer to Attachment A “Subject Property Boundaries Map” and Attachment B “Subject Pictures of Property”. This RFP is issued upon the express condition that should MHTC, in its sole discretion, decide to sell the Subject Property to all persons or entities who have previously contacted MHTC to express an interest in purchasing the Subject Property, including but not limited to Missouri Office of Administration and the Joplin School District, it shall not be deemed in breach of the RFP or the Resulting Agreement, as this term is defined herein, with the successful Offeror; the sales proceeds from such sale will be excluded from the basis upon which any commission or price quoted by the successful Offeror will be calculated; the Resulting Agreement with the successful Offeror shall terminate upon closing of said sale; and the successful Offeror shall be excused from further performance of the services under the Resulting Agreement.

(B) Background: MHTC and MoDOT have identified the need for commercial real estate marketing and brokerage services to enhance the national marketability of the Subject Property in order to complete its sale at the optimal sales price. MHTC seeks a real estate firm specializing in commercial real estate with nationwide market reach to provide brokerage and marketing services with the expectation to meet the objective of MHTC to sell the Subject Property. It is the intent of this RFP to have the successful broker/firm enter into a Professional Services Agreement with MHTC (hereinafter “**Resulting Agreement**”), to supply the commercial real estate marketing and brokerage services as outlined herein.

(C) Contract Period: The original contract period is from the date of the fully executed Resulting Agreement through the earlier of the date of satisfactory completion of the sales transaction of the Subject Property as determined in the sole discretion of MHTC and communicated in writing to the Offeror, or December 31, 2016.

(D) Contract Renewal: MHTC may elect to renew the Resulting Agreement in its sole discretion in accordance with the terms and conditions of the original Resulting Agreement and limited to two (2), twelve month periods, or any portion thereof. In addition, MHTC reserves the right to pursue renewal of the Resulting Agreement past the expiration of all allowable contract periods if such renewal is deemed in the best interest of MHTC and upon such determination, MHTC shall seek Offeror’s consent to the renewal. Any renewals shall be documented through the parties entering into a formal contract amendment signed and approved by the parties’ respective duly authorized representatives.

(E) Schedule of Events: Below is the schedule that may be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date and time for submitting a proposal.

| DATE | EVENT |
|--|--|
| December 19, 2014 | Issue RFP and Advertise intent to solicit proposals. |
| January 7, 2015 | Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record. |
| January 14, 2015 | Issuance of Amendment with resolution of any questions submitted. |
| January 28, 2015 , on or before 2:00 pm, CST | Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals. |
| February 3, 2015 | RFP Evaluation Team schedules interviews with selected Offerors, if deemed necessary. |

SECTION (2): SCOPE OF WORK AND SPECIFIC SERVICES

(A) Scope of Work: The Offerors agree to provide to MHTC commercial real estate marketing and brokerage services to nationally market the Subject Property in a manner to provide the greatest exposure to all prospective buyers needed to obtain the best value in sales proceeds to MHTC and provide all the services necessary to close the sale of the Subject Property, including, but not limited to the following:

- Perform market analysis.
- Develop strategies for sale of the Subject Property.
- Work with the designated MHTC Representative, as defined herein, and/or other designated personnel to coordinate the negotiation of the sale of the Subject Property with interested entities and prospective buyers.
- Complete a Broker's Opinion of Value.
- Coordinate real estate transaction closings.
- Handle all other customary activities and services associated with commercial real estate sales transactions.

(B) Specific Services: The Offerors agree to perform specific services within the above stated scope of work to include, but not be limited to the following:

- Act as MHTC's broker and, in doing so, comply with all applicable laws, rules, regulations, industry directives guiding the real estate brokerage profession, and avoid any real or perceived conflict of interest.
- Market the property as publicly available for sale nationwide.
- Adhere to MHTC requirements and standard documents to use for the sale, conveyance, and all other transactions necessary to complete the sale of the Subject Property, which will be provided by MHTC upon request. Any revision to the standard documents provided by MHTC proposed by the Offeror or the prospective buyer is subject to approval by MHTC in MHTC's sole discretion.

- Provide for the cooperative use of all other brokers in good standing with the Missouri Real Estate Commission. The cooperating broker may represent the buyer or the transaction.
- In the performance of said services, it is expected that the Offeror shall submit a progress report to MHTC's Representative on the progress of the marketing and advertising of the listed property on each occurrence of the milestones set forth in the proposal, and as requested by the MHTC's Representative, as defined herein, or his/her designee.

SECTION (3): REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

(A) Required Elements of Proposal: The Proposal must be divided into sections corresponding to the list of elements described below.

1. Overview of Proposed Method of Performance. This overview must consist of a concise summary of the requested services proposed by the Offeror in response to this RFP.

A. Method: By reading the overview, MHTC must be able to gain a comfortable grasp of the services to be provided and the methods proposed by the Offeror to provide them. A detailed explanation should be included to understand how the services comply with the requirements of this RFP.

B. Approach/Strategies: The description must explain the marketing and advertising methodology the Offeror will follow to fulfill the requirements of the scope of work. MHTC intends that each Offeror provide a detailed and comprehensive description of all services that the Offeror will provide if it enters into a Resulting Agreement pursuant to this RFP.

C. Summary of Milestones: In order to show feasibility, a timetable setting forth appropriate milestones shall be included in Offeror's proposal, with sufficient detail explaining how Offeror will meet those milestones.

2. Specialized experience, capabilities and performance over the past three (3) calendar years: The Offeror shall describe the organization's experience and capabilities in providing similar work in scope of services, size and complexity.

A. The Offeror shall provide all necessary information to support its ability/qualification/eligibility to sell real property in Missouri, including but not limited to documentation supporting compliance with Missouri's laws governing real estate sales professionals licensing requirements.

B. The Offeror shall state the reasons the Offeror believes it should be selected to provide the services described herein. In particular, MHTC is interested in the unique capabilities of the Offeror. The Offeror should be specific as to the exact services it is requesting to be qualified for and relate this discussion to how MHTC will benefit from selecting the Offeror.

C. The Offeror shall disclose all positive actions by professional licensing boards, courts or other bodies or other matters which may reflect on the Offeror Company's professional qualifications.

D. The Offeror shall disclose and describe any pending litigation and include a list of any and all legal proceedings (civil or criminal actions or administrative proceedings) within the last three (3) calendar years in which the Offeror was a party. The Offeror shall describe any other factors that could affect the organization's ability to perform the services described herein.

3. Demonstration of nation-wide reach and success in marketing properties nationally: Provide information supporting past affiliations/partnerships with national brokerage firms and examples of achieved success in marketing properties nationally in the past ten (10) years.

4. Availability, qualifications and experience of key personnel and other resources.

A. Personnel Description: The Offeror shall provide a detailed description of the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, responsible for performing the services under this RFP. Description must include all relevant information regarding qualifications, training, continuing education, certifications, etc. These personnel may be changed provided that replacements have substantially the same or better qualifications or experience. MHTC reserves the right to review the qualifications and experience of the proposed replacement personnel prior to the individual being assigned the responsibility for performing the services under this RFP and retains the right to approve or reject the proposed replacements.

B. Other Resources/Subcontractors: For each portion of the services to be provided by a subcontractor, the proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

5. Overall Clarity and Quality of Proposal. The Offerors are encouraged to detail other information that the Offeror may deem to be advantageous to demonstrate understanding and approach to the work.

6. Proposed fee upon the successful sale of the subject property. Offerors must complete **Section (6) PRICING PAGE** of this RFP as specifically directed therein. Any deviation from the price structure indicated on the Price Page that the Offeror may submit with its proposal may be grounds for rejection of the Offeror's proposal in MHTC's sole discretion.

7. References. List at least three (3) references for which the Offeror firm or individuals provided services which are similar in nature to the services requested in this proposal over the past three (3) calendar years. Identify Missouri references if available. MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors. The reference list should include:

- The client's name, address, telephone number and fax number
- a brief description of work satisfactorily completed with location;
- dates of contracts;
- names and addresses of owners, and
- name of contact person.

(B) Submission of Proposals: Offerors are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the Offeror and shall be grounds for rejection. This document is not an offer to contract, but is a RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the MHTC, will commit the MHTC to award a contract to any Offeror even if all of the requirements in the RFP are met. Only the execution of a written contract will obligate the MHTC in accordance with the terms and conditions contained in such contract.

1. Proposal Format: The Offeror's submittal must include one (1) original hardcopy document. Three (3) electronic copies of the proposal are desired in addition to the hardcopy document. Electronic copies of the proposal must be in Microsoft compatible format or in ".pdf" and stored on CD(s) or flash drive(s). The Offeror shall ensure the electronic copy of the proposal document stored in all media is identical to the original hardcopy response document. In case of a discrepancy, the original hardcopy proposal document language shall govern.

2. Signatures: Any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

3. Pricing: The Offeror is required to specify the pricing associated with this RFP as a firm fixed price stated as a percentage of the property sales price. The successful Offeror will be responsible for performing all services listed in this RFP at the prices listed on **SECTION (6) PRICING PAGE** of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal.

A. MHTC shall not make any payment to the successful Offeror for any services rendered by the Offeror until it receives proceeds from the sale of the Subject Property. The pricing proposed by Offerors shall take into account that payment by MHTC shall be contingent upon the closing of the sale of the Subject Property and receipt of the sales proceeds.

B. Offerors are responsible for their own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.

C. A condition of this RFP is that should MHTC, in its sole discretion, decide to sell the Subject Property to all persons or entities who have prior to the issuing of this RFP contacted MHTC to express interest in purchasing the subject property, including but not limited to Missouri Office of Administration and Joplin School District, the sales proceeds from such sales will be excluded from the basis upon which any commission or price quoted by the successful Offeror will be calculated.

4. Proposal Life: The Offerors must include a statement in the proposal that indicates the length of time during which MHTC may rely on all proposal commitments. All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

5. Submission of All Information Required: The Offerors must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

6. Public Inspection: The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award shall be open to public inspection and may be viewed and copied by any member of the public, therefore MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

A. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked “Confidential” and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

B. MHTC will not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

7. Clarification of Requirements: It shall be the Offerors’ responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

A. Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in **SECTION (1) GENERAL DESCRIPTION AND BACKGROUND, (E) Schedule of Events.**

B. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

8. Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offeror(s). If an interview is conducted, it is preferred that the interviewed Offeror's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

9. Official Position of MHTC: Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

SECTION (4) EVALUATION FACTORS, PROCESS AND AWARD:

(A) Evaluation Factors: The following factors shall be considered in the evaluation of the proposals:

1. Evaluation Criteria: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria and maximum points per each criterion:

| Evaluation Criterion Description | Maximum Points |
|--|-----------------------|
| Proposed Method of Performance (Approach/Strategies). | 35 |
| Specialized experience, capabilities and performance over the past three (3) calendar years. | 25 |
| Offeror's demonstration of past affiliations/partnerships with national commercial brokerage firms and success in marketing properties nationally. | 15 |
| Availability, qualifications and experience of key personnel and other resources. | 10 |
| Overall clarity and quality of proposal. | 10 |
| Proposed fee upon the successful sale of the Subject Property. | 5 |

2. Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as

applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

3. Responsibility to Submit Information: Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(B) Proposal Review/Evaluation: MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

SECTION (5): TERMS AND CONDITIONS

(A) General Provisions:

1. Agreement Components: The resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In the event of a conflict between or inconsistency in the terms of the RFP and the resulting Agreement, the terms of the resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

2. MHTC's Representative: MoDOT's Central Office Right of Way Director is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the resulting Agreement. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of Buyer of Record and MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

3. Assignment: The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the resulting Agreement without the prior written consent of the MHTC representative. The successful Offeror may at its own expense employ clerical or technical assistance in the performance of the services under this RFP and the resulting Agreement, such clerical and technical assistance provider being as fully bound as the Offeror to all confidentiality and work product provisions of this RFP and the resulting Agreement.

4. Amendments: Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the successful Offeror and MHTC.

5. Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the resulting Agreement performed by the successful Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the resulting Agreement; all questions as to the acceptable fulfillment of the resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

6. Successors and Assigns: The Commission and the Offerors agree that this RFP and, as applicable, the resulting Agreement as well as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

7. Sole Beneficiary: The resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the resulting Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the successful Offeror.

8. Cancellation of Resulting Agreement: MHTC may cancel the resulting Agreement at any time by providing the successful Offeror with a written notice of cancellation. Should the Commission exercise its right to cancel the resulting Agreement, cancellation will become effective upon the date specified in the notice of cancellation.

9. Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver for the benefit of creditors, Commission reserves the right and sole discretion to reject the Offeror's proposal, or, as applicable, either cancel the resulting Agreement or affirm the resulting Agreement and hold the successful Offeror responsible for damages.

10. Status as Independent Contractor: The successful Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

11. Subcontractor: Although MHTC anticipates that any Offeror submitting a proposal will provide the major portion of the services as requested, subcontracting by the Offeror is acceptable in performing the requirements of this RFP. Offerors are encouraged to team with other qualified firms in their proposal to this RFP. Any Offeror's proposal must identify all subcontractors and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

12. MBE/WBE Participation Encouraged:

A. Affirmative Action Program: Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.

B. Minority Participation Encouraged: Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs (i.e. 10% MBE and 5% WBE participation).

C. Offeror's Responsibility Unconditional: Regardless of which persons or firms, if any, that the successful Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the successful Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

13. Nondiscrimination: The Offerors shall comply with all state and federal statutes applicable to the Offerors relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

14. Executive Order: The Offerors shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

A. Offeror's Certification: By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.

B. Failure to Comply: In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to reject the Offeror's proposal or, as applicable, impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

C. Incorporation of Provisions: The successful Offeror shall include the provisions of this paragraph in every subcontract. The successful Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

15. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

A. Enrollment in Federal Work Authorization Program: By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

B. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as Exhibit 1.

16. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the Offeror is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. As applicable, Offerors are required to complete

and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as Exhibit 2.

17. Law of Missouri to Govern: This RFP and the resulting Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to this RFP and, if applicable, the performance of the Agreement.

18. Venue: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

19. Ownership of Records: All documents, reports, exhibits, etc. produced by the Offerors at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

20. Release to Public / Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTC's representative. The Offerors shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offerors shall notify MHTC immediately of any request for such information.

21. Prohibition Against Kickbacks and Gratuities / Nonsolicitation: Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bonafide employee working for the Offeror, to solicit or secure this RFP and as applicable the resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bonafide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, which is contingent upon or resulting from the award of this RFP and, as applicable, the resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offeror's proposal and, as applicable, annul the resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the resulting Agreement.

22. Conflict of Interest: Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the resulting Agreement.

23. Audit of Records: The successful Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment

made under the Agreement. MHTC's representative shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

24. Indemnification: Each Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Agreement.

25. Insurance: For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.

A. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

B. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

C. Missouri State Workmen's Compensation: Policy or equivalent coverage in accordance with state law.

26. Section Headings: All section headings contained in this RFP and the resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and the resulting Agreement.

27. Severability: If any clause or provision of this RFP and/or the resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

28. No Adverse Inference: This RFP and/or the resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and/or the resulting Agreement.

(B) Real Property Sale and Conveyance: The successful Offeror shall cause the prospective buyer, excluding persons or entities who have prior to the issuing of this RFP contacted MHTC to express interest in purchasing the subject property, including but not limited to Missouri Office of Administration and Joplin School District, (hereinafter, "**Purchaser**") to enter into a separate Missouri Highways and Transportation Commission Sales Agreement with MHTC in a form provided by MHTC, (hereinafter, "**Sales Agreement**") which shall include, but will not be limited to, the following terms governing the sales and property conveyance transactions.

1. Purchase Price: The Sales Agreement shall specify the purchase price to be paid to the MHTC as follows:

A. Ten Percent (10%) Earnest Money: The Purchaser shall be required to tender to MHTC, at the signing of the Sales Agreement, a sum equal to ten percent (10%) of the total purchase price as earnest money on the Subject Property. The earnest money deposit shall be forfeited in case of default in the payment of the total purchase price and any special terms of the Sales Agreement, as set forth therein.

B. Balance of Payment: The Purchaser shall agree to pay the balance of the purchase price by a cashier's check or money order for the sale of the Subject Property upon final approval of the Sales Agreement by MHTC and delivery of the executed deed to the Purchaser within the time frame specifies in the Sales Agreement. If the sale is not approved by MHTC and the transaction is not closed within the time frame specified in the Sales Agreement, the entire Sales Agreement shall become null and void and the earnest money deposit heretofore made to MHTC shall be returned to the Purchaser.

2. Abutter's Rights: The deed of conveyance will contain a reservation of access to Route FF (32nd Street) except for the one existing access point to Route FF.

3. Utilities Reservations: A utility reservation clause will be included in the deed of conveyance.

4. Survey: MHTC will cause the Subject Property to be surveyed by a registered land surveyor at its sole cost and at no cost to the Purchaser.

5. Special Conditions: The completion of any special conditions, as set out below, and the application of any permits, as necessary, shall be accomplished upon the sales transaction closing.

An ingress/egress easement will be granted to the Purchaser along the access road located north of the Subject Property as a means to provide access to the parking lot and loading docks.

6. Environmental Assessment: MoDOT has conducted a desktop/visual environmental screening of the property. The desktop/visual screening shall not constitute a specific representation as to the environmental condition of the property. The Purchaser shall not rely on the findings of the desktop/visual screening, but shall pursue his/her/its own due diligence as to the environmental state of the property as provided for herein.

7. Inspection / Review Period; Right to Decline Title: The Purchaser shall have the following rights to inspect the Subject Property:

A. Purchaser Review / Inspection: Purchaser shall have a period of time specified in the Sales Agreement (hereinafter, "**Purchaser's Inspection Period**"), within which to inspect and review the Subject Property, itself, and to conduct such environmental, soil, engineering, building component or other tests, studies and inspections, with respect to the

Subject Property as Purchaser deems necessary, including asbestos and lead paint inspections of the Subject Property buildings, considering that only an inspection performed by certified inspectors can confirm or deny the presence of asbestos and/or lead based paint. Purchaser shall perform such tests through non-destructive methods only and shall comply with all federal and state laws and regulations and take all the legally required precautions while conducting the tests and inspections.

B. Right to Decline Title: If during Purchaser's Inspection Period Purchaser is not satisfied with the results of any tests, studies or inspections, then Purchaser, in its sole and absolute discretion, may choose to decline taking title to the Subject Property by giving written notice to MHTC of such decision on or before the date of the expiration of Purchaser's Inspection Period. Purchaser's action to decline taking title to the Subject Property under this paragraph shall render the Sales Agreement null and void. If Purchaser fails to provide the written notice provided for herein before expiration of Purchaser's Inspection Period, then the right of Purchaser to decline taking title to the Subject Property pursuant to this paragraph and the Sales Agreement shall be deemed waived.

C. Access to the Property: Purchaser shall have the right to access the Property during Purchaser's Inspection Period for the purposes of conducting the inspections, tests and studies set forth in this paragraph. Access shall be limited to reasonable times and shall require prior notice and Purchaser shall perform such tests through non-destructive methods only and shall comply with all federal and state laws and regulations and take all the legally required precautions while conducting the tests and inspections and ensure it does not materially interfere with MHTC's business and the Subject Property occupant's business. Purchaser shall indemnify and hold MHTC and the Subject Property occupant, if different from MHTC, harmless (which indemnity shall survive the Closing) from any loss, claim, liability or cost, including without limitation, damage to the Subject Property, injury to persons, and claims of mechanic's or materialmen's liens, caused by Purchaser's entry and conduct of tests at the Subject Property. Further, Purchaser shall be obligated to repair within the reasonable time specified in writing by MHTC to Purchaser any damage caused to the Subject Property during said investigation, unless the Commission excuses the same in writing.

8. Conveyance: Conveyance of title to the Subject Property will be by General Warranty Deed. It is incumbent upon the Purchaser to seek his/her/its own professional opinion as to the resulting state of the title. MHTC will not provide a commitment for title insurance, supplemental abstract or property survey. If the Purchaser desires to obtain a commitment for title insurance or a supplemental abstract, and if in so doing the Purchaser determines that the requirements for obtaining fee title are unsatisfactory, the Purchaser shall have a time period specified in the Sales Agreement within which to advise MHTC in writing of the unsatisfactory requirements and void the Sales Agreement. Purchaser will be responsible for payment of all fees associated with recording the conveyance documents.

9. Extension of Closing Date: If both MHTC and Purchaser are in agreement, the time period for closing the sales transaction can be extended by attaching an "Addendum" specifying a new date for closing.

10. Approval of MHTC: The sale of the Subject Property is subject to the approval of MHTC by specific action taken at its MHTC meeting and documented in the respective MHTC meeting minutes and is not final until it has been thus approved by MHTC.

Should MHTC, in its sole discretion, not approve the sales transaction, the Sales Agreement shall be null and void and the Purchaser's earnest money deposit shall be returned to the Purchaser as specified in the Sales Agreement.

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**SECTION (6):
PRICING PAGE**

Fee/Commission Information: The Offeror understands and agrees to submit his/her/its proposed fee as a firm, fixed price stated as a percentage of the property sales price for all services defined in the Scope of Work, stated as a percentage of the selling price, which will be paid to the Offeror only upon the successful sale and closing of sales transaction of the Subject Property to the Purchaser.

| Services | Firm Fixed Price |
|--|---|
| Commercial Real Estate Marketing and Brokerage Services for the Former MoDOT Joplin District Office Property | _____ % of Subject Property Sales Price |

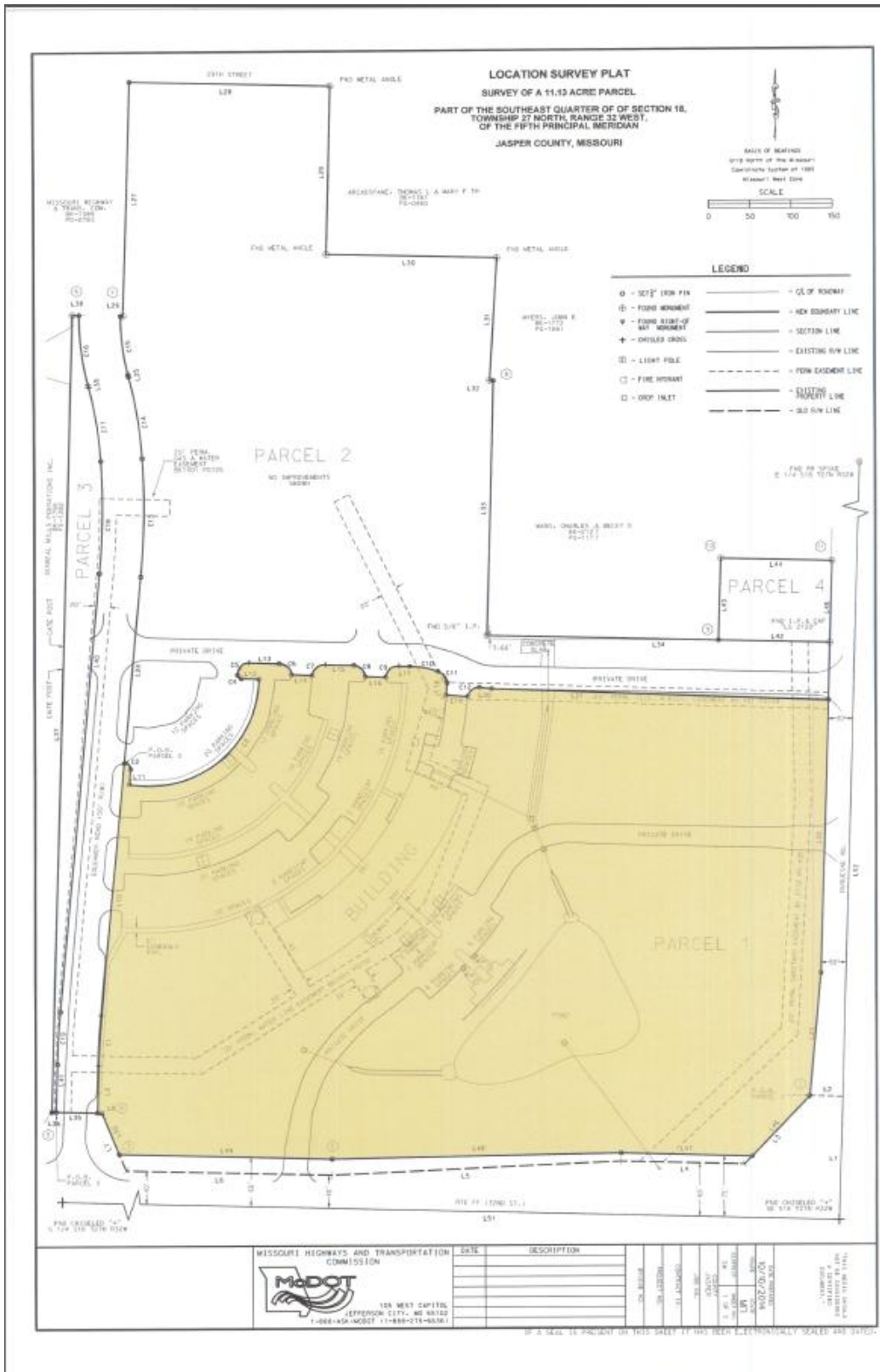
Offeror Printed or Typed Name:_____

Mailing Address:_____

City:_____State:_____Zip:_____

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ATTACHMENT A: SUBJECT PROPERTY BOUNDARIES MAP



ATTACHMENT B:
SUBJECT PROPERTY PICTURES

Joplin District Office Pictures – 11/4/2014



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EXHIBIT 1

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory
Affiant name
evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-
written. state

Notary Public

My commission expires:

[attach documentation of enrollment/participation in a federal work authorization program]

EXHIBIT 2

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
- ☐ an alien lawfully admitted for permanent residence. I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: